

## **Exhibit B-2**

## **INTERIM DIP ORDER (CHANGED PAGES ONLY)**

**KELLER BENVENUTTI KIM LLP**  
425 MARKET STREET, 26TH FLOOR  
SAN FRANCISCO, CALIFORNIA 94105

1 commencing on the Petition Date through and including the earlier to occur of (x) the date of entry  
2 of the Final Order, and (y) the occurrence of a DIP Termination Event (as defined below), solely  
3 in accordance with, and for the purposes permitted by, this Interim Order the DIP Credit  
4 Agreement and the Approved Budget, and (ii) pay all interest, costs, fees, and other amounts and  
5 obligations accrued or accruing under the DIP Credit Agreement, all pursuant to the terms and  
6 conditions of this Interim Order, the Approved Budget, and the DIP Credit Agreement.

7       3.     Financing Documents.

8               (a)     *Authorization.* The Debtors are hereby authorized to enter into, execute,  
9 deliver, and perform all obligations under the DIP Credit Agreement. No obligation, payment,  
10 transfer, or grant of security hereunder or, once approved, under the DIP Credit Agreement and  
11 DIP Documents, shall be stayed, restrained, voidable, avoidable, or recoverable under the  
12 Bankruptcy Code or under any applicable state, federal, or foreign law (including, without  
13 limitation, under chapter 5 of the Bankruptcy Code or under any applicable state Uniform  
14 Fraudulent Transfer Act, Uniform Voidable Transactions Act, Uniform Fraudulent Conveyance  
15 Act, or similar statute or foreign law), or be subject to any defense, reduction, setoff, counterclaim,  
16 recoupment, offset, recharacterization, subordination (whether equitable, contractual or  
17 otherwise), cross-claims, or any other challenge under the Bankruptcy Code or any applicable law,  
18 rule, or regulation by any person or entity. Notwithstanding the foregoing, Section 3.22(g) of the  
19 DIP Credit Agreement shall apply only to the Obligations and the language “nor the obligations  
20 under the Prepetition Loan Documents” in that subsection shall be deemed stricken from the DIP  
21 Credit Agreement.

22               (b)     *Approval; Evidence of Borrowing Arrangements.* Except as set forth  
23 herein, all terms, conditions, and covenants set forth in the DIP Credit Agreement are approved  
24 and shall be binding on the Debtors. All such terms, conditions, and covenants shall be sufficient  
25 and conclusive evidence of (i) the borrowing arrangements by and among the Debtors, the DIP  
26 Agent, and the DIP Lenders, and (ii) the Debtors' agreement to comply with all the terms,  
27 conditions, and covenants of the DIP Credit Agreement for all purposes, including, without  
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